SOLICITATIO	N/CONTRACT						QUISITIO SCHEDU	ON NUMBER JLE			PAGE 1	OF	10
2. CONTRACT NO.	IN TO COMIT ELT	3. AWARD/EFF			R NUMBER			5. SOLICITAT	TON NUMBER	6	S. SOLICITA	ATION ISSU	JE DATE
W912DW-05-P-0		28-Oct-200	4				W912DW-05-Q-0003 b. TELEPHONE NUMBER (No Col				25-Oct-2004 8. OFFER DUE DATE/LOCAL TIME		
7. FOR SOLICITATION INFORMATION CALI		a. NAME SCOTT W E	BRITT					b. тецерног 206-764-3				1 27 Oct	
9. ISSUED BY USA ENGINEER DI ATTN: CENWS-CT 4735 EAST MARGII SEATTLE WA 9813	NAL WAY SOUTH		/912DW		X SET A	STRICTE	100 %	% FOR	11. DELIVERY DESTINATION BLOCK IS MAR SEE SCHE	UNLESS KED	I2. DISCO	OUNT TEI	RMS
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15. DELIVER TO SUPPLY & FACILITIES 4735 E. MARGINAL WA SEATTLE WA 98134-230	Y S.	CODE G3	70F00	\ \$ F	16. ADMIN USA ENGINE SCOTT BRIT PH:206-764-3 SCOTT.W.BR SEATTLE WA	ER DISTRIC T 517 FAX: 20 RITT@US.A	CT, SEA 6-764-68	817		COE	DE W91:	2DW	
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IRON MOUNTAIN QUARRY LLC LEE LANGLEY 22121 17TH AVE SE STE 117 BOTHELL WA 98021-7404					US ARMY CORPS OF ENGRS FINANCE CENTER CEFC-AO-P 901-874-8556 5722 INTEGRITY DRIVE MILLINGTON TN 38054-5005								
TEL. 425-481-099		COL											
17b. CHECK IF SUCH ADDRE	FREMITTANCE IS SS IN OFFER	DIFFERENT	AND PUT		18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a. UNLESS BLOCK BELOW IS CHECKED SEE ADDENDUM								
19. ITEM NO.	2	20. SCHEDUL	E OF SUPPL	IES/ SEF	RVICES		21.	QUANTITY	/ 22. UNIT	23. UNIT PR	RICE 2	24. AMOL	JNT
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25. ACCOUNTING	AND APPROPRIAT	TION DATA							26. TOTAL	AWARD AMO	OUNT (Fo	or Govt. U	se Only)
See Schedul	e										9	\$24,060.	00
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30a. SIGNATURE OF OFFEROR/CONTRACTOR						31a.UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER) 31c. DATE SIGNED							
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30b. NAME AND T	ITLE OF SIGNER		30c. DATE S	SIGNED	31b. N	AME OF CO	NTRAC'	TING OFFICE	ER (TYPE (OR PRINT)			
(TYPE OR PRINT)	(TYPE OR PRINT)				ELAINE M EBERT / CONTRACTING OFFICER								
				TEL: (206) 764-3638 EMAIL: elaine.m.ebert@usace.army.mil									
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SOLICITA	SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL I' (CONTINUED)							PA	PAGE 2 OF 10				
19. ITEM NO.	20. SCHEDULE OF SUPPLIES/ SERVICES					I	21. QUANTI	TY 22. UNI	Γ 23. UNIT F	RICE	24. AMOUNT		
19. ITEM NO.			<u> </u>		RVICES		21. QUANTI	TY 22. UNI	C 23. UNIT F	PRICE	24. AMOUNT		
32a. QUANTITY IN	_	_	S BEEN 1										
RECEIVED	INSPE	CTED	ACCEPTED, AND CONFO	ORMS TO THE	CONTRAC	CT, EXCEP	Γ AS NOTED:						
32b. SIGNATURE OF AUTHORIZED GOVERNMENT REPRESENTATIVE				32c. DATE			32d. PRINTED NAME AND TITLE OF AUTHORIZED GOVERNMENT REPRESENTATIVE						
32e. MAILING ADDRESS OF AUTHORIZED GOVERNMENT REPRESENT				REPRESENTAT	IVE	32f. TELEPHONE NUMBER OF AUTHORIZED GOVERNMENT REPRESENTATIVE							
					32g. E-MA			IL OF AUTHORIZED GOVERNMENT REPRESENTATIVE					
33. SHIP NUMBER	BER 34. VOUCHER NUMBER			35. AMOUNT VERIFIED CORRECT FOR		36. PAYMENT 37. CHECK NUMBER COMPLETE PARTIAL FINAL							
38. S/R ACCOUNT	<u> </u>	ER 39. S	S/R VOUCHER NUMBER	40. PAID BY									
			CORRECT AND PROPER		√T42a. RE	CEIVED BY	(Print)						
41b. SIGNATURE AND TITLE OF CERTIFYING OFFICER 41c.				41c. DATE	42b. RECEIVED AT (Location)								
					42b. RE	CEIVED AT	(Location)						
					42c. DA	TE REC'D	(YY/MM/DD)	42d. TOTAL CO	ONTAINERS				

Section SF 1449 - CONTINUATION SHEET

ITEM NO SUPPLIES/SERVICES QUANTITY UNIT UNIT PRICE AMOUNT 0001

UNION SLOUGH DELIVERED LEVEE MATERIALS

FFP

Base Item 0001

INFORMATION ONLY CLIN - See 0001AA and 0001AB for funding information.

Provide 3,000 tons of 4" to 8" clean spalls \$7.30 each ton x 3000 = \$21900.00

Provide 300 tons of 2-1/2" crushed rock

\$7.20 each ton x 300 = \$2160.00

Option Items: If awarded, each option award will be through additional Contract

Line Items, beginning with CLIN 0002.

First Spall Option:

Provide 1,000 tons of 4" to 8" clean spalls

7.30 each ton x 1000 = 7300.00

Second Spall Option:

Provide 1,000 tons of 4" to 8" clean spalls

7.30 each ton x 1000 = 7300.00

Third Spall Option:

Provide 1,000 tons of 4" to 8" clean spalls

7.30 each ton x 1000 = 7300.00

First Crushed Rock Option:

Provide 100 tons of 2-1/2" crushed rock

7.20 each ton x 100 = 720.00

Second Crushed Rock Option:

Provide 100 tons of 2-1/2" crushed rock

\$7.20 each ton x 100 = \$720.00

Third Crushed Rock Option:

Provide 100 tons of 2-1/2" crushed rock

7.20 each ton x 100 = 720.00

NET AMT \$0.00

Funded Amount \$0.00

FOB: Destination

Page 4 of 10

ITEM NO SUPPLIES/SERVICES QUANTITY UNIT UNIT PRICE AMOUNT 0001AA 1 Lump Sum \$23,795.00 \$23,795.00

FEDERAL FUNDS

FFP

UNION SLOUGH FEDERAL FUNDS FOR DELIVERED MATERIALS

This line item for funding purposes only - see CLIN 0001 for item description

PURCHASE REQUEST NUMBER: W68MD9-4272-1850

NET AMT \$23,795.00

ACRN AA Funded Amount \$23,795.00

FOB: Destination

ITEM NO SUPPLIES/SERVICES QUANTITY UNIT UNIT PRICE AMOUNT 0001AB 1 Lump Sum \$265.00 \$265.00

NONFED FUNDS

FFP

UNION SLOUGH NONFED FUNDS FOR DELIVERED MATERIALS

This line item for funding purposes only - see CLIN 0001 for item description

PURCHASE REQUEST NUMBER: W68MD9-4272-1850-0001

NET AMT \$265.00

ACRN AB Funded Amount \$265.00

FOB: Destination

ACCOUNTING AND APPROPRIATION DATA

AA: 96X31220000 082433 3230D0LJ85161997 NA 96453

COST 000000000000

CODE:

AMOUNT: \$23,795.00

AB: 96X88620000 082433 3230D0LJ85161997 NA 96453

COST 000000000000

CODE:

AMOUNT: \$265.00

STATEMENT OF WORK

LOCATION:

The Union Slough construction site is located Northeast of the town of Everett and west of Snohomish, next to the sewage treatment plant in Snohomish County, Washington, just under Interstate 5 on 4027 4th Street Southeast,

DELIVERED MATERIALS REQUIRED: Materials

can be delivered by truck and trailer

- ? A base item of 3,000 tons of 4" to 8" clean spalls, with three (3) options of 1000 tons each
- ? A base item of 300 tons of 2-1/2 " crushed rock with three (3) options of 100 tons each

PERIOD OF PERFORMANCE: As early as October 30 through as late as November 30, 2004.

SAFETY REQUIREMENTS: Operation of equipment shall be conducted in accordance with the requirements of EM 385-1-1, "Safety and Health Requirements Manual", dated April 1981 and revised October 1992. All dump trucks are required to have backup alarms and tailgates.

INSPECTION AND SUPERVISION: All work shall be conducted under the direction of the Emergency Management Branch, Seattle District, Corps of Engineers.

WORK WEEK: Rock is to be delivered Monday through Saturday during the length of the contract unless directed otherwise by the Corps Representative.

MAIL INVOICES TO: If Emergency Management prepares the invoice for the contractor, DO NOT mail copies to the Corps of Engineers nor to Millington TN. If the contractor prepares their own invoice, then mail original to:

Seattle District, Corps of Engineers ATTN: CENWS-OD-EM

PO Box 3755

Seattle, WA 98124-3755

Certified Payrolls and Owner/Operator Statements should be sent to the field office, if applicable. Otherwise, mail to the above address or fax to 206-764-3319.

Payment will be based on the actual hours worked as reflected by the US Army Corps of Engineers, Seattle District, rented equipment record. Invoices will show actual hours worked, partial payments authorized.

CLAUSES INCORPORATED BY REFERENCE

52.212-4 Contract Terms and Conditions--Commercial Items OCT 2003
252.212-7001 Contract Terms and Conditions Required to Implement SEP 2004
Statutes or Executive Orders Applicable to Defense

Acquisitions of Commercial Items

CLAUSES INCORPORATED BY FULL TEXT

___ (ii) Alternate I (OCT 1995) of 52.219-6.

___ (iii) Alternate II (MAR 2004) of 52.219-6.

52.212-5 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS--COMMERCIAL ITEMS (OCT 2004)

- (a) The Contractor shall comply with the following Federal Acquisition Regulation (FAR) clauses, which are incorporated in this contract by reference, to implement provisions of law or Executive orders applicable to acquisitions of commercial items:
- (1) 52.233-3, Protest After Award (AUG 1996) (31 U.S.C. 3553).
- (2) 52.233-4, Applicable Law for Breach of Contract Claim (OCT 2004) (Pub. L. 108-77, 108-78).
- (b) The Contractor shall comply with the FAR clauses in this paragraph (b) that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items: (Contracting Officer check as appropriate.)

(1) 52.203-6, Restrictions on Subcontractor Sales to the Government (JUL 1995), with Alternate I (OCT 1995) (41 U.S.C. 253g and 10 U.S.C. 2402).
(2) 52.219-3, Notice of HUBZone Small Business Set-Aside (Jan 1999) (U.S.C. 657a).
(3) 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (Jan 1999) (if the offeror elects to waive the preference, it shall so indicate in its offer) (U.S.C. 657a).
(4) (i) 52.219-5, Very Small Business Set-Aside (JUNE 2003) (Pub. L. 103-403, section 304, Small Business Reauthorization and Amendments Act of 1994).
(ii) Alternate I (MAR 1999) to 52.219-5.
(iii) Alternate II to (JUNE 2003) 52.219-5.
XX (5)(i) 52.219-6, Notice of Total Small Business Set-Aside (JUNE 2003) (15 U.S.C. 644).

(6)(i) 52.219-7, Notice of Partial Small Business Set-Aside (JUNE 2003) (15 U.S.C. 644).
(ii) Alternate I (OCT 1995) of 52.219-7.
(iii) Alternate II (MAR 2004) of 52.219-7.
(7) 52.219-8, Utilization of Small Business Concerns (MAY 2004) (15 U.S.C. 637 (d)(2) and (3)).
(8)(i) 52.219-9, Small Business Subcontracting Plan (JAN 2002) (15 U.S.C. 637(d)(4)).
(ii) Alternate I (OCT 2001) of 52.219-9
(iii) Alternate II (OCT 2001) of 52.219-9.
(9) 52.219-14, Limitations on Subcontracting (DEC 1996) (15 U.S.C. 637(a)(14)).
(10)(i) 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns (JUNE 2003) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323) (if the offeror elects to waive the adjustment, it shall so indicate in its offer).
(ii) Alternate I (JUNE 2003) of 52.219-23.
(11) 52.219-25, Small Disadvantaged Business Participation ProgramDisadvantaged Status and Reporting (OCT 1999) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).
(12) 52.219-26, Small Disadvantaged Business Participation ProgramIncentive Subcontracting (OCT 2000) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).
(13) 52.219-27, Notice of Total Service-Disabled Veteran-Owned Small Business Set-Aside (May 2004).
XX (14) 52.222-3, Convict Labor (JUNE 2003) (E.O. 11755).
XX(15) 52.222-19, Child LaborCooperation with Authorities and Remedies (Jun 2004) (E.O. 13126).
XX(16) 52.222-21, Prohibition of Segregated Facilities (FEB 1999).
XX (17) 52.222-26, Equal Opportunity (APR 2002) (E.O. 11246).
XX(18) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (DEC 2001) (38 U.S.C. 4212).
XX(19) 52.222-36, Affirmative Action for Workers with Disabilities (JUN 1998) (29 U.S.C. 793).
XX(20) 52.222-37, Employment Reports on Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (DEC 2001) (38 U.S.C. 4212).
(21)(i) 52.223-9, Estimate of Percentage of Recovered Material Content for EPA-Designated Products (AUG 2000) (42 U.S.C. 6962(c)(3)(A)(ii)).
(ii) Alternate I (AUG 2000) of 52.223-9 (42 U.S.C. 6962(i)(2)(C)).
(22) 52.225-1, Buy American ActSupplies (JUNE 2003) (41 U.S.C. 10a-10d).

(23)(i) 52.225-3, Buy American ActFree Trade AgreementsIsraeli Trade Act (OCT 2004) (41 U.S.C. 10a-10d, 19 U.S.C. 3301 note, 19 U.S.C. 2112 note, Pub. L. 108-77, 108-78).
(ii) Alternate I (JAN 2004) of 52.225-3.
(iii) Alternate II (JAN 2004) of 52.225-3.
(24) 52.225-5, Trade Agreements (OCT 2004) (19 U.S.C. 2501, et seq., 19 U.S.C. 3301 note).
(25) 52.225-13, Restrictions on Certain Foreign Purchases (OCT 2003) (E.o.s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of Treasury).
(26) 52.225-15, Sanctioned European Union Country End Products (FEB 2000) (E.O. 12849).
(27) 52.225-16, Sanctioned European Union Country Services (FEB 2000) (E.O. 12849).
(28) 52.232-29, Terms for Financing of Purchases of Commercial Items (FEB 2002) (41 U.S.C. 255(f), 10 U.S.C. 2307(f)).
(29) 52.232-30, Installment Payments for Commercial Items (OCT 1995) (41 U.S.C. 255(f), 10 U.S.C. 2307(f)).
XX(30) 52.232-33, Payment by Electronic Funds TransferCentral Contractor Registration (OCT 2003) (31 U.S.C. 3332).
(31) 52.232-34, Payment by Electronic Funds TransferOther than Central Contractor Registration (MAY 1999 (31 U.S.C. 3332).
(32) 52.232-36, Payment by Third Party (MAY 1999) (31 U.S.C. 3332).
(33) 52.239-1, Privacy or Security Safeguards (AUG 1996) (5 U.S.C. 552a).
(34)(i) 52.247-64, Preference for Privately Owned U.SFlag Commercial Vessels (APR 2003) (46 U.S.C. Appx 1241 and 10 U.S.C. 2631).
(ii) Alternate I (APR 2003) of 52.247-64.
(c) The Contractor shall comply with the FAR clauses in this paragraph (c), applicable to commercial services, that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items: [Contracting Officer check as appropriate.]
(1) 52.222-41, Service Contract Act of 1965, as Amended (MAY 1989) (41 U.S.C. 351, et seq.).
(2) 52.222-42, Statement of Equivalent Rates for Federal Hires (MAY 1989) (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).
(3) 52.222-43, Fair Labor Standards Act and Service Contract ActPrice Adjustment (Multiple Year and Option Contracts) (MAY 1989) (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).
(4) 52.222-44, Fair Labor Standards Act and Service Contract ActPrice Adjustment (February 2002) (29 U.S.C 206 and 41 U.S.C. 351, et seq.).
(5) 52.222-47, SCA Minimum Wages and Fringe Benefits Applicable to Successor Contract Pursuant to Predecessor Contractor Collective Bargaining Agreements (CBA) (May 1989) (41 U.S.C. 351, et seq.).

- (d) Comptroller General Examination of Record. The Contractor shall comply with the provisions of this paragraph (d) if this contract was awarded using other than sealed bid, is in excess of the simplified acquisition threshold, and does not contain the clause at 52.215-2, Audit and Records--Negotiation.
- (1) The Comptroller General of the United States, or an authorized representative of the Comptroller General, shall have access to and right to examine any of the Contractor's directly pertinent records involving transactions related to this contract.
- (2) The Contractor shall make available at its offices at all reasonable times the records, materials, and other evidence for examination, audit, or reproduction, until 3 years after final payment under this contract or for any shorter period specified in FAR Subpart 4.7, Contractor Records Retention, of the other clauses of this contract. If this contract is completely or partially terminated, the records relating to the work terminated shall be made available for 3 years after any resulting final termination settlement. Records relating to appeals under the disputes clause or to litigation or the settlement of claims arising under or relating to this contract shall be made available until such appeals, litigation, or claims are finally resolved.
- (3) As used in this clause, records include books, documents, accounting procedures and practices, and other data, regardless of type and regardless of form. This does not require the Contractor to create or maintain any record that the Contractor does not maintain in the ordinary course of business or pursuant to a provision of law.
- (e) (1) Notwithstanding the requirements of the clauses in paragraphs (a), (b), (c), and (d) of this clause, the Contractor is not required to flow down any FAR clause, other than those in paragraphs (i) through (vi) of this paragraph in a subcontract for commercial items. Unless otherwise indicated below, the extent of the flow down shall be as required by the clause--
- (i) 52.219-8, Utilization of Small Business Concerns (May 2004) (15 U.S.C. 637(d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds \$500,000 (\$1,000,000 for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.
- (ii) 52.222-26, Equal Opportunity (April 2002) (E.O. 11246).
- (iii) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (December 2001) (38 U.S.C. 4212).
- (iv) 52.222-36, Affirmative Action for Workers with Disabilities (June 1998) (29 U.S.C. 793).
- (v) 52.222-41, Service Contract Act of 1965, as Amended (May 1989), flow down required for all subcontracts subject to the Service Contract Act of 1965 (41 U.S.C. 351, et seq.).
- (vi) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (April 2003) (46 U.S.C. Appx 1241 and 10 U.S.C. 2631). Flow down required in accordance with paragraph (d) of FAR clause 52.247-64.
- (2) While not required, the contractor May include in its subcontracts for commercial items a minimal number of additional clauses necessary to satisfy its contractual obligations.

(End of clause)

The Government may increase the quantity of supplies called for in the Schedule at the unit price specified. The Contracting Officer may exercise the option by written notice to the Contractor within 90 days of contract award. Delivery of the added items shall continue at the same rate as the like items called for under the contract, unless the parties otherwise agree.

(End of clause)

52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es):

http://www.arnet.gov/far http://www.farsite.hill.af.mil http://www.dtic.mil/dfars

(End of clause)